

CONTRACTUAL RELATIONSHIP AND TERMS

Agreement made this 21 day of June, 2013 by and between Maximum Labor Inc., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having place of Business at 6356 Mershon Street, Philadelphia, PA 19149, hereinafter referred as "AGENCY and Perfection Foods Company, Inc, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having place of business at 3901 Old York Road, Philadelphia, PA 19140, hereinafter referred to as the "COMPANY".

WHEREAS, AGENCY, as the employer, in a company in the business of providing temporary employees in the food manufacturing sector, and WHEREAS, COMPANY, wished to engaged AGENCY in obtaining the service of AGENCY employees for production of egg roll related products.

Terms

NOW, THEREFORE, both parties intending to be legally bound hereby agree to the following:

1. PRICE AND TERM OF PAYMENT:

- a. The agreed upon fee is the average hourly wage per employee plus an up charge of ²⁰~~27~~%. There are no other associated fees beyond what is defined in this section.
- b. COMPANY shall make payment in full to AGENCY, by check, within 2 weeks from the date of the invoice.

2. GUARANTEES:

- a. AGENCY agrees to hire employees as there worker skilled production of egg and other related products, suitable to the business conducted to the COMPANY.
- b. COMPANY guarantees the each worker supplied by AGENCY will be provide within a minimum of four (4) hours of work per days when worker are supplied by AGENCY to COMPANY.
- c. AGENCY agrees to provide transportation to temporary worker to and from COMPANY'S place of business at times appropriate for the services provided (as needed) .
- d. In unlikely event that the services of AGENCY employee prove unsatisfactory to COMPANY, AGENCY agrees to immediately provide a replacement. If notification is made of AGENCY, within the first two (2) hours of worker's starting time. AGENCY will impose no impose no charge for that worker.

3. INSURANCE

- a. AGENCY agrees to maintain comprehensive insurance coverage of works compensation liability required by laws and maintain general business liability insurance of not less than \$1,000,000.00.
- b. AGENCY accepts full responsibility of any claims made by worker provide here by or account to work's service rendered her under again COMPANY whether arising under worker's compensation, employer's liability and to identify and hold harmless COMPANY as to all claims.

4. FISCAL RESPONSIBILITIES

- a. AGENCY agrees that it alone to fully responsible for the withholding of federal, state and local taxes, social security and other mandatory and voluntary deductions, including



all employer taxes for the services to be render by worker supplied here under and that it alone is fully responsible for the timely remission to the appropriates government agency or office all such withholding employer taxes.

- b. AGENCY agrees that all alone is fully responsible for (i) the timely supplying to workers and the government of W-2 forms, (ii) the timely and appropriate remission of federal, state and local tax deposits and payments, and (iii) the timely appropriate filing of form 941 and other government employment, unemployment and withholding forms for the services render by workers hereunder filed and will file fully satisfactory I-9 forms for Employment Identifications prior to the rendition of service hereunder.
- c. In the unlikely event AGENCY, does not fulfill its responsibilities under the preceding three paragraphs at anytime, AGENCY agree to be notify within seven (7) days both COMPANY and Mr. Hanh Tran of the particular responsibility not fulfill and its proposed caption to remedy the unfulfilled responsibility.
- d. In the event the AGENCY, cannot or does not promptly fulfill its obligations to COMPANY under the above paragraph Gladys Chavez intending to be legally bound as the individual, agree to indemnity and harmless to COMPANY for any and all failures of AGENCY, under the above paragraph (4).

This agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREFORE,

Maximum Labor Inc.

By: Gladys Chavez

Signature: 

Title:

Date: 6/24/13

Perfection Foods Company, Inc.

By: Hanh Tran

Signature: 

Title: President

Date: 6/21/13